



INVITATION TO BID

SOLICITATION FILE No.: 22017

**TITLE: EXTERIOR CLEANING OF CAMPUS BUILDINGS
(RENEWABLE CONTRACT)**

BID DUE DATE/TIME: Tuesday, September 21, 2021 2:00PM

ZOOM BID OPENING: Wednesday, September 22, 2021 10:00AM

MEETING ID: 962 1294 3340

PASSWORD: 115 557

SUBMIT BID TO:*

**University of Louisiana at Lafayette
Office of Purchasing
ULLafayetteBids@louisiana.edu**

To maintain the integrity of the bid process, please **do not cc any other University email address when submitting your bid.**

**BUYER OF RECORD: Roxanne J. Formeller
BUYER PHONE: (337) 482-2955
EMAIL: roxanne.formeller@louisiana.edu**

General Instructions to Bidders – Revised August 20, 2021

1. Hard copies of sealed bids will no longer be accepted. All bids must be received electronically by the due date and time to be considered.
2. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing UL Lafayette Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid. The Purchasing Office is not responsible for any delays.
3. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
4. When bid is submitted by email, **the subject line must show the Solicitation/File No.** and submission must be received by bid deadline.
5. Read the entire solicitation, including all terms, conditions and specifications.
6. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
7. Bid prices shall include all delivery charges paid by the vendor, F.O.B. UL Lafayette Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the UL Lafayette purchase order are subject to rejection and non-payment.
8. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
9. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.
10. **MANDATORY** bid requirements are detailed immediately following the Standard Terms & Conditions section.
11. A **non-mandatory pre-bid meeting will be held at 9:00AM, Thursday, September 2, 2021** at the Facility Management Department, Parker Hall, 310 E. Lewis Street, Lafayette, Louisiana, at which time details of plans and specifications will be discussed.

These standard terms and conditions shall apply to all UL Lafayette solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, Bidders may submit bids electronically to ULLafayetteBids@louisiana.edu. When bid is submitted by email, the subject line must show the Solicitation/File No. and must be received by bid deadline.

Bidders are advised that the U.S. Postal Service does not make deliveries to the Purchasing Office. Bids will no longer be accepted by mail or in person. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

2. Bid Forms

Bids are to be submitted on and in accordance with the UL Lafayette solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the Bidder's intent to be bound will not be accepted.

3. Interpretation of Solicitation/Bidder Inquiries

If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Buyer-of-Record at the email address on page 1 of this solicitation. Written inquiries must be received in the UL Lafayette Office of Purchasing no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any UL Lafayette employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the UL Lafayette Office of Purchasing, and mailed or delivered to all Bidders known to have received the solicitation. UL Lafayette shall not be responsible for any other interpretations or assumptions made by Bidder.

4. Bid Opening

In-person bid openings have been suspended for the foreseeable future. Bidders may attend the public bid opening of sealed bids and proposals conducted on Zoom. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Buyer-of-Record at the email address shown in header.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the UL Lafayette Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by UL Lafayette and specified in the solicitation. In such cases, the Bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save UL Lafayette harmless.

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for UL Lafayette to evaluate quality, suitability, and compliance with the specifications with the bid submission. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. UL Lafayette Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. UL Lafayette Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

12. Taxes

Vendor is responsible for including all applicable taxes in the bid price. UL Lafayette is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/ UL Lafayette Signature Authority

The terms and conditions of the UL Lafayette solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's Vice President of Administration and Finance, chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of UL Lafayette. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict UL Lafayette policy may face contract cancellation, suspension, and/or debarment.

13. Awards

The intent is to award this bid on an all-or-none basis to the lowest responsible and responsive Bidder. UL Lafayette reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

14. Acceptance of Bid

Only the issuance of an official UL Lafayette purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. UL Lafayette shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.

15. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the UL Lafayette contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the UL Lafayette Office of Purchasing prior to awarding the contract. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. UL Lafayette reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. Delivery

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the UL Lafayette Department and/or UL Lafayette Office of Purchasing of any unforeseen delays beyond its control. In such cases, UL Lafayette reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, UL Lafayette reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. Vendor Invoices

Invoices shall reference the UL Lafayette purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

22. Assignment of Contract/Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the UL Lafayette Office of Purchasing. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

23. Contract Cancellation/Termination

UL Lafayette has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

UL Lafayette has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

24. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

25. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color,

religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

26. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

27. Certification of No Suspension or Debarment

By signing and submitting this bid, Bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

28. Substitution of Personnel

If applicable, the University intends to include in any contract resulting from this ITB the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.

29. Insurance Requirements

Please note attached insurance requirements section included in these bid specifications.

If applicable to the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the University of Louisiana at Lafayette as an additional insured on all liability policies.

30. Nonperformance

Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder is issued three or more complaints of nonperformance, UL Lafayette reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.

31. Official University Recognized Holidays

The following is a list of officially recognized University Holidays:

New Year's Day	July 4 th
Martin Luther King Day	Labor Day
Mardi Gras Day	Thanksgiving Day
Good Friday	Acadian Day
Memorial Day	Christmas Day
Juneteenth	

32. No Smoking Campus

The Successful Bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective Bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any employee who is found to be in violation of this policy will be subject to immediate dismissal.

33. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude UL Lafayette from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

34. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to UL Lafayette Office of Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by UL Lafayette Office of Purchasing and issuance of a formal UL Lafayette Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

35. Term of Contract

The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months.

Based upon mutual agreement between the University and the successful Bidder, this contract may be extended for four (4) additional twelve (12) month periods under the same terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

All terms of the solicitation shall be firm for the duration of Contract.

36. Notification of Fund Appropriation

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

37. Number of Bid Response Copies

Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the mailing address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. Bidders may be required to mail in the original documents upon award.

38. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

39. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held at **9:00AM, Thursday, September 2, 2021** at the Facility Management Department, Parker Hall, 310 E. Lewis Street, Lafayette, Louisiana, at which time details of plans and specifications will be discussed.

MANDATORY BID REQUIREMENTS - Revised August 20, 2021

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. CERTIFICATION STATEMENT

The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must be an ORIGINAL signature** - not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.

2. BID SHEET/FORM

The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, and blank space(s) should be filled in for every applicable blank in the UNIT PRICE and EXTENDED TOTAL column. Items left blank will not be awarded to that bidder. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "NO BID" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities listed.

3. BIDDER QUALIFICATIONS

Bidders must possess and provide proof of the following with their bid. Failure to do so shall be grounds to dismiss the bid:

- A. COMPANY OVERVIEW – Bidder shall provide a written overview of the company along with a description of work experience and ability to perform this type of work. To support the bidder's claim of prior experience he shall provide along with his bid a rough estimate of the dollar value of work he/she has completed in this field of work over the past three years. Include "before and after" pictures of the largest and most complicated work completed by the company within the past three years.
- B. REFERENCES – Bidder must provide a list of three (3) commercial references – company name, contact name, phone number, email information, description of facility, number and type of buildings (how many buildings, exterior finish. At least one (1) of these references must be a facility which has more than 50 buildings.
- C. SUPERVISORY EXPERIENCE – Supervisory experience. Submit a resume for the project supervisor/superintendent.
- D. EQUIPMENT LIST – Submit a detailed description of the types of equipment that will be used for most of the buildings listed. List should include items such as man-lifts, scaffolding, barricades, washing machinery, etc.
- E. W-9 - Bidder shall submit a copy of the company's W-9 with their bid.
- F. CERTIFICATE OF INSURANCE - Bidder shall submit a certificate of insurance with bid submission or by providing the following information: Policy number, names and addresses of carriers and agents, amounts of coverage, types of coverage, and effective dates.

Special Requirements Specific to the New Iberia Research Center (ONLY)

Meet medical and enhanced security clearance requirements.

NIRC standard work hours: 7am-4pm M-F.

Any contractor that expects or wants to work outside of those hours will have to request and receive approval by NIRC.

Personnel Training

The Agent shall conduct the following training, prior to any contracted individual commencing work on the facility.

1. Facility access, security, and use of personal electronic devices.
2. PPE use and requirements in areas adjacent to exterior animal housing; referring to six (6) feet from any monkey housing and thirty-five (35) feet from any chimpanzee housing.

A. MEDICAL REQUIREMENTS

The Contractor shall have all on-site technicians/crew members provide proof of Measles immunization or positive Measles Titer to the Center representative prior to entering the Facility. The Contractor shall also supply proof of a negative TB test every 6 months for all on-site technicians/crew members for the duration of the Contract. Failure to supply appropriate medical documentation will restrict the technician(s)/crew member(s) from entry onto the Center premises until such time as the requirements are satisfactorily met. In addition, technicians/crew members shall be in overt good health with no signs of infectious disease to include fever, respiratory disease, gastrointestinal dysfunction or cold sores.

There will be no grace period for the performance of the medical requirements.

B. ENHANCED SECURITY CLEARANCE (CONTRACTORS):

The Contractor shall have all technicians/crew members submit to an Enhanced Security Clearance screening, prior to granting the individual access to the University of Louisiana at Lafayette's New Iberia Research Center's (NIRC) Facility. The screening of technicians/crew members will be conducted through Information Network Associates (INA), www.ina-inc.com and will be the sole responsibility of the Contractor. The Contractor will contact INA directly to request the "UL-NIRC Enhanced Security Clearance screening" be performed.

Eligibility for contracted employment with NIRC and access to the Facility, will be classified as a "Security Clearance", and will be granted only to those individuals whom have undergone the appropriate Enhanced Security Screening. Continued association with NIRC and access to the Facility is contingent upon maintaining a satisfactory Security Clearance.

A successful Security Clearance shall be considered a condition of the Contract. Any existing and/or new technician/crew member failing to satisfactorily pass the Enhanced Security Clearance will not be allowed to enter the Facility. The Contractor shall use its best efforts to assign technicians/crew members reasonably believed to be able to meet the Enhanced Security Clearance requirements.

There will be no grace period for the performance of the Enhanced Security Clearance screening.

BID SUBMISSION CHECKLIST

_____ Certification statement w/original or DocuSign signature

_____ Bid submitted on the bid sheet/form provided

BIDDER QUALIFICATIONS:

_____ A. Company profile/overview as described in specifications

_____ B. List of references

_____ C. Supervisory experience

_____ D. Equipment list

_____ E. Copy of W-9

_____ F. Certificate of Insurance*

CONTACT INFORMATION

ELECTRONIC BID SUBMISSIONS (ONLY) *Do not email questions about the bid to this email address.*

ULLafayetteBids@louisiana.edu

Be sure to include the solicitation number in the subject line.

Do not send your submission to any other University email address.

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

purchasing@louisiana.edu

roxanne.formeller@louisiana.edu

Do not email bid submissions to either of these addresses.

To contact Purchasing by phone: 337.482.2955.

CAMPUS DELIVERIES

The campus is not fully open for receiving deliveries by courier at this time. Please send samples or other associated documents via US Mail only when a hard copy is requested or deemed necessary. The UL Post Office (located inside the Student Union) will accept bid packages with proper postage to place in the Purchasing Department's mailbox. The phone number is 337.482.6113.

DEFINITIONS

Agent - The University's representative in the Facility Management who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with UL Lafayette to perform the work as called for on these documents who is referred to as singular in number.

Owner - The University of Louisiana at Lafayette (UL Lafayette)

DETAILED SPECIFICATIONS

THE PURPOSE OF THIS SOLICITATION IS TO ESTABLISH A PRICING AGREEMENT FOR THE EXTERIOR CLEANING OF BUILDINGS ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE IN LAFAYETTE, LOUISIANA AND AT THE NEW IBERIA RESEARCH CENTER, NEW IBERIA, LOUISIANA, AS SHOWN IN THESE SPECIFICATIONS, UPON AWARD THROUGH JUNE 30, 2022, WITH THE OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL TWELVE-MONTH PERIODS FOR A TOTAL OF FIVE (5) CONSECUTIVE YEARS.

SCOPE OF WORK

1. To clean all exterior walls, steps, entrances, stonework, and other items. Parking garages require cleaning of the decks and building exterior.
2. To remove all biological growth, such as algae, lichen and fungi, and other items disfiguring building finishes including biological growth, pollutants, drip stains, and general dirt.
3. Exterior Walls, floors, and stairs at Heritage, Cajun Village, Legacy Park, and listed buildings.
4. To avoid surface damage, by applying safe, approved chemistry to the surfaces by approved applicators using a process of application not to exceed 50 PSI followed by rinsing the same surface with water using no more than 300 PSI at any time on any surface.

INTENT

The University wishes to enter into a contract with a vendor who will agree to clean buildings on demand according to specifications listed below and for the price indicated on their bid for the building to be cleaned. The contract is intended to be for one year with an option to renew the contract annually for up to five (5) years if both parties are in agreement to existing terms and conditions.

The bid sheet will list individual buildings which will be designated as Part 1, Part 2, part 3, etcetera. The Bidder shall treat each Part as a separate bid.

AWARDING THE CONTRACT

The University intends to award the contract to the lowest (lowest total bid price) responsible and responsive Bidder. In the event there is an error in calculating a total price the University shall award to the bidder with the lowest actual sum total for all Parts.

WORK ON DEMAND

Once the contract is awarded and as funds become available the University may request that individual buildings be cleaned at the convenience of the University and in no certain order. Bidders should be aware that funds may not become available, within the time limit of this contract, for all buildings listed to be cleaned.

The Bidder shall furnish all labor, materials, equipment and tools necessary to perform, to the satisfaction of the University Representative, the exterior cleaning of campus buildings.

Buildings to be cleaned shall have all exterior walls, steps, entrances, stonework, and other items cleaned as directed by the University Representative.

Some buildings are suffering from substantial staining due to general dust/dirt, biological growth, drip staining and pollutants.

Parking garages shall include the cleaning of the building exterior as well as the surfaces of the parking decks.

WORK GOALS

Contractor/Vendor shall work within the guidelines of the contract, to remove all biological growth, such as algae, lichen and fungi, and other items disfiguring building finishes including biological growth, pollutants, drip stains, and general dirt.

CONTRACTOR/VENDOR QUALIFICATIONS

The Contractor/Vendor shall have adequate equipment and experience in this field and shall provide adequate, trained workers and a job superintendent. All work shall be performed in a neat, professional and workmanlike manner.

CONTRACTOR REQUIREMENTS

The contractor is to remove safely all biological growth such as algae, lichen, fungus, as well as pollutants. To avoid surface damage, this shall be accomplished by applying safe, approved chemistry to the surfaces by approved applicators using a process of application not to exceed 50 PSI. Then rinsing the same surface with water using no more than 300 PSI at any time, on any wall (to assure the University Representative that the 300 psi is observed the contractor shall not have any hoses that exceed a maximum rating of 600 psi for use on the building).

The University will monitor all work performed by contractor, any deviation from these bid specifications may result in the cancellation of the contract.

The result shall be a clean, streak free, surface with no residue of biological growth, pollutants or chemical.

The contractor, at his expense, shall properly dispose of all trash, pallets, containers, and other work-related refuse away from the job site at the end of each workday.

Much of the work to be done shall be on Saturdays and Sundays or semester breaks and University holidays breaks. Contractor shall submit requests to work on weekdays.

EQUIPMENT

"Conventional Pressure Washing" is unacceptable due to past experiences with damage and marginal results, therefore the contractor shall follow the requirements.

The contractor shall provide adequate equipment to be sure that the work proceeds with no down time as time is of the essence.

Wherever possible, the contractor shall use motorized man-lifts to increase speed and prevent building damage.

The contractor is responsible for any damage to and repair of sidewalks, the landscape and plant materials surrounding buildings.

Contractor is responsible for providing any materials (plywood) on the lawns necessary to prevent ruts and damage by heavy equipment.

All safety barricades, caution tape, warning signs will be provided by the contractor.

SUBMITTAL REQUIREMENTS

The following shall be submitted along with the bid packet for owner review and to help determine the contractor's ability to perform the specified work.

To support the bidder's claim of prior experience he shall provide along with his bid a rough estimate of the dollar value of work he/she has completed in this field of work over the past three years.

In addition to the above he/she shall provide a written overview of the company along with a description of work experience and ability to perform this type of work. Company experience/reputation including "before and after" pictures of the largest and most complicated work completed by the company within the past three years.

Supervisory experience. Submit a resume for the project supervisor/superintendent.

Submit a detailed description of the types of equipment that will be used for most of the buildings listed. List should include items such as man-lifts, scaffolding, barricades, washing machinery, etc.

Chemicals. Prior to performing work, contractor must submit MSDS sheets on all chemicals to be used.

BUILDING LIST

Buildings are numbered as Parts of the total bid. For clarity, the buildings are listed below and numbered on the campus maps. Campus maps are available upon request. Email: roxanne.formeller@louisiana.edu for a copy.

MAIN CAMPUS

Part 1- President's Residence	Part 46- Griffin Hall
Part 2- Girard Hall	Part 48- Conference Center including wood deck
Part 3A- Martin Hall (with mechanical building)	Part 52- Rougeou Hall
Part 3B- F.G. Mouton Hall (with covered walkway to Moody)	Part 62- Stokes Hall and Parking Garage, exterior and interior walls, and parking decks
Part 3C- Information Center	Part 63- Café Fleur-De-Lis
Part 3D- Moody Hall	Part 65A- Cajun Village
Part 4- Foster Hall	Part 65B- Cajun Village
Part 5- Mouton Hall	Part 65C- Cajun Village
Part 6- Stephen's Hall	Part 65D- Cajun Village
Part 7- Broussard Hall	Part 65E- Cajun Village
Part 8- Lee Hall	Part 65F- Cajun Village
Part 11- Roy House	Part 65G- Cajun Village
Part 11A-Hawkins House	Part 65H- Cajun Village
Part 11B-Soulier House	Part 65I- Cajun Village
Part 11C-ALETA	Part 65J- Cajun Village
Part 11D-Roberts House	Part 65K- Cajun Village
Part 12- Bittle Hall	Part 65L- Cajun Village
Part 13- Declouet Hall	Part 65M- Cajun Village
Part 14- Buchanan Hall	Part 66- Visual Arts
Part 16- Wharton Hall	Part 67- Olivier Towers exterior and interior walls and parking decks
Part 17- Maxim Doucet Hall (w/mechanical bldg)	Part 68- Parker Hall
Part 18- O.K. Allen Hall (w/ mechanical bldg)	Part 72- SGA Day Care Center
Part 19- Burke Hall	Part 74- Baker Dorm
Part 19A- Burke Annex	Part 76- Huger Dorm
Part 20- Alumni Hall	Part 80- Alumni Center, Boardroom Building, and Caretaker's Cottage
Part 21- Arbolada House (Gaines House)	Part 81- A. Hayes Town Building
Part 24- Randolph Hall	Part 85A- Legacy Park - E.A. Martin
Part 25- Judice Rickels Hall	Part 85B- Legacy Park - Trahan
Part 27- McLaurin Hall	Part 85C- Legacy Park - Thibodeaux
Part 28- Harris Hall	Part 85D- Legacy Park - Callais
Part 29- Hamilton Hall	Part 85E- Legacy Park - McCullough
Part 31- Student Union	Part 85F- Legacy Park - Voorhies
Part 33- E.K. Long Gym	Part 85G- Legacy Park - Roy
Part 34- Bank One Building	Part 85H- Legacy Park - Caffery
Part 37- Joel L. Fletcher Hall and mechanical bldg	Part 85I- Legacy Park - Denbo
Part 38- Eckerd Building (Continuing Education)	Part 85J- Legacy Park - Bancroft
Part 41- Billeaud Hall	Part 85K- Legacy Park - Acadian
Part 42- Montgomery Hall and mechanical Bldg.	Part 86- Paul and LuLu Hilliard Art Museum
Part 43- French House	Part 87- Angelle Hall
Part 44- Madison Hall	Part 90- Oliver Hall (Computer Science Building)
Part 45- Snack Hut (Zeus)	Part 91- Taft Street Parking Garage exterior and interior walls and parking decks

Part 100A- Corona Dorm
Part 100B- Bonin Dorm
Part 157- Dupre' Library including wood deck
Part 200- Brooks Avenue Annex 1
Part 201- Brooks Avenue Annex 2

SOUTH CAMPUS

Part 78- Whittington House
Part 92- Wagner House
Part 93- Bourgeois House
Part 93A- Lamson Softball Stadium/Locker room building/ Batting Facility,
Part 94- Track/Soccer Facilities (Buildings and Bleachers)
Part 95- M.L."Tigue" Moore Stadium, all seating, and Locker Room Buildings
Part 96- Cajun Courts seating/ cover/ Locker room Building
Part 97- Cajun Field **all** seating, press boxes (sides exposed to the field), ramps (tops and sides), concourses and drives (up to the field side of gates), structures exposed to concourses, student side building structures (field side and 3 exterior brick sides) to the tops of structures.
Part 99- Indoor Practice Facility
Part 99A- Student Athletic Performance Center
Part 402- Creamery Building
Part 405- Blackham Coliseum (Coliseum building exterior only)
Part 413- Ira Nelson Horticulture Center (three buildings...Farm store, Ira Nelson, residence)
Part 465- Louisiana Accelerator Center

NEW IBERIA RESEARCH CENTER BUILDINGS

Part 10A – Primate Colony - 3 Story Brick/Concrete
Part 54A – Modular Building
Part 54B – Modular Building
Part 34-1 – Main Gate Fencing
Part 34-2 – Fence Along Front of Building 34 Parking Lot
Part 34-3 – Gate and Sidewalks Between Bldgs 34 and 52
Part 34A – Ackal Hall Annex/Modular Building
Part 34-B/C – Equipment Building/Incinerator
Part 36 – Paint Shop
Part 39 – Central Storage
Part 47 – Cooler/Storage
Part 50 – Animal Housing/Clinic – Concrete/Block/Brick
Part 52 – Animal Housing - Concrete/Block/Brick
Part 53 – Animal Housing - Concrete/Block/Brick
Part 55 – Research Laboratory – Metal Building
Part 29A – Storage Shed
Part 00 – Boat Shed – Metal/Wood “Barn”

Part 480- Printing Services (one Building)
Part 720- Picard Building and Mechanical Building
Part 730- Early Childhood Lab
Part 800- Abdalla Hall (With New Addition)
Part 820- Bourgeois House

GRADUATION PREP AREAS

Part 821- Martin Hall Steps and Signs
Part 822- Wharton Hall Entry (Cypress Lake Side)
Part 823- Moody Hall Entry (Hebrard Blvd. Side)
Part 824- Alumni Center Gateway (Corner of St. Mary & Girard Park Dr.)
Part 825- Quad Fountain
Part 826- Student Union Front Sign
Part 827- Rose Garden Gateway Near Union

Part 828- Walk of Honor (Price Per 5,000 Bricks)
Part 829- Stokes Hall Stone Sign
Part 830- Lee Hall Stairs
Part 831- Moody Plaza
Part 832- Cypress Lake Plaza
Part 98- Cox Building
Part 700- Lite Building
Part 921- CGI Building

HERITAGE AT CAJUN VILLAGE

Part 836- Building #1
Part 837- Building #2
Part 838- Building #3
Part 839- Building #4
Part 840- Building #5

Part 27A BR – Break Room
Part 10B – Primate Colony - Concrete/Block/Brick
Part 10C – Modular Building
Part 27 – Primate Colony - Concrete/Block/Brick
Part 28 – Primate Colony - Concrete/Block/Brick
Part 29 – Primate Colony - Concrete/Block/Brick
Part 30 – Primate Colony - Concrete/Block/Brick
Part 31C – Modular Building
Part 31D – Modular Building
Part 31E – Cooler
Part 34 – Ackal Hall - Primate Colony - Concrete/Block/Brick
Part 35 – Primate Colony - Concrete/Block/Brick
Part 37 – Primate Colony - Concrete/Block/Brick
Part 38 – Primate Colony - Concrete/Block/Brick
Part 45 – Primate Colony - Concrete/Block/Brick
Part 46 – Primate Colony - Concrete/Block/Brick

The duration of this agreement commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months.

Based upon mutual agreement between the University and successful bidder, this contract may be extended for FOUR (4) additional twelve (12) month periods at the same prices and terms. Both parties must agree to any increase and extension, and a decision will be made at each twelve (12) month interval.

IMPORTANT NOTE:

Please submit questions to roxanne.formeller@louisiana.edu prior to September 10, 2021. If necessary, clarifications/responses to questions will be addressed via addendum.

By submitting your bid, you are acknowledging that you understand and agree that your company is capable of supplying the products in the timeline you have provided for the price(s) submitted in your bid.

The University of Louisiana at Lafayette reserves the right to reject any or all bids submitted.

AUDITS

The University reserves the right to have representatives of the University and/or the State inspect the records maintained by the contractor concerning the products and services described herein.

IMPORTANT NOTES: Quantities/dates listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to increase or reduce quantity as needed if in the best interest of the University. **The University reserves the right to monitor the service and results and to terminate the contract thirty (30) days after written notice if services are deemed unsatisfactory by the University.**

INSURANCE REQUIREMENTS *Revised February 2019*

(for contractors doing business with the University of Louisiana at Lafayette)

I. Purpose and Scope

The purpose of this document is to ensure that third parties doing business with the University are adequately insured for the risk and liability associated with the goods, services, and/or work they provide to the University. This document sets forth the insurance language to be included in the bid and/or contract specifications when hiring contractors, vendors, or service providers to provide goods, perform services, and/or perform work for the University ("Contractors"). This document also sets forth the insurance language that should be included in all University contracts with Contractors ("Contracts"). This document applies to all Contracts to which the University is a party, including the individual departments and units of the University.

II. General Insurance Requirements

Except as expressly provided below with regard to Reduced Limits for Special Circumstances, the following language shall be included in (1) all Contractor bid and contract specifications, and (2) all Contracts. Requests for other variations in this language must be reviewed by the University's Risk Manager, who will make the final decision as to the language to be used. Please note that hazardous, unusual or exceptional activities, or a change in Contract indemnification provisions, may necessitate additional insurance; questions regarding the need for other coverage should be directed to the University's Risk Manager.

Contractor shall purchase, at its own cost and expense, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher. Failure to comply with all terms of this section for the duration of the Contract places Contractor in breach of this Contract. Requests for any variation in this language will be reviewed by University's Risk Manager, who will make the final decision.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Contractor shall be in compliance at all times with the Louisiana Workers' Compensation Law with respect to workers' compensation insurance or proper certification of self-insured status.

2. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance, including Personal and Advertising Injury Liability, which coverage shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Additionally, if alcohol is served in the execution of this Contract, then Contractor shall maintain Liquor Liability coverage in the minimum amount of \$1,000,000 per occurrence.

Additionally, if valet parking is performed in the execution of this Contract, then Contractor shall maintain Garage Keepers Liability coverage in the minimum amount of \$1,000,000 per occurrence.

3. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the contractor is used in the performance of this Contract)

Contractor shall maintain Automobile Liability Insurance, which coverage shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.

B. Other Insurance Provisions

Contractor shall either (i) require each subcontractor and vendor to procure and maintain all applicable insurance of the type and limits specified in this section, or (ii) include all subcontractors as insureds under its policies.

Any deductibles or self-insured retentions must be declared to and accepted by University. Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by University

shall be excess and non-contributory of Contractor's insurance. Contractor's coverage shall contain no special limitations on the scope of protection afforded to University. Contractor's insurance shall be primary as respects University, The Board of Supervisors for the University of Louisiana System ("Board"), and all of their respective officers, agents, employees, and volunteers.

Except for workers' compensation coverage, University and Board, and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured as regards negligence by Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Contractor shall provide to University Certificates of Insurance ("Certificates") evidencing the foregoing coverage in advance of Contractor's delivery of goods and/or performance of work or services, and in all events, prior to any payment by University to Contractor. In addition to Certificates, Contractor shall submit to University the declarations page and the cancellation provisions for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:

University of Louisiana at Lafayette

ATTN: Purchasing Department

P.O. Box 40197

Lafayette, LA 70504

Certificates of Insurance shall reflect that, to the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against University, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for University.

Coverage shall not be canceled, suspended, reduced, or voided by either Contractor or the insurer except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy.

Acceptance of goods or completed work by University, payment by University, failure of University to require proof of compliance, or University's acceptance of a non-compliant Certificate shall not release Contractor from its obligations under these insurance requirements. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification under the Contract.

III. Additional Insurance Requirements for Special Contracts

In addition to the foregoing insurance requirements, language specifying the following insurance requirements shall be included in: (1.) all bid and contract specifications for professional services and (2.) all Contracts for professional services, where applicable:

A. Professional Liability, Errors and Omissions, and Malpractice Insurance

If any of the following professionals provide services in the execution of the Contract, Contractor shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of \$1,000,000:

- Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
- Architects and Engineers;
- Attorneys;
- Accountants and Professional Financial Advisors;
- Real Estate Brokers and Appraisers;
- Insurance Agents; and
- Consultants.

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

B. Cyber Liability Insurance

For Contracts in which the Contractor shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information (PHI), payment card information (PCI), and all personal student information (PSI) stored in electronic format, and for which there is a risk of electronic security breaches of this confidential data, including inadvertent release, hacking, viruses, improper destruction, etc., Cyber liability insurance, including first-party costs, shall be required with a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

IV. Reduced Limits for Special Circumstances

The scope of work for a bid or Contract may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University's ability to hire qualified Contractors. Low risk activities which may justify a reduction in insurance limits include, but are not limited to:

- Services in which the owner/operator is the only Contractor employee;
- Services that do not involve the use of a motor vehicle;
- Services in which there is no use of hazardous or radioactive materials;
- Services in which there is no use of power machinery or tools;
- Services in which there is no use of high voltage equipment; and
- Services in which no work is actually performed on the University campus.

For these special circumstances, University's Director of Purchasing, at his/her discretion, may choose to reduce the insurance required of Contractor. If insurance requirements are so reduced, the reduction(s) must comply with the following guidelines:

A. Workers Compensation

University may waive workers' compensation insurance requirements for sole proprietors if they are the only person(s) employed by Contractor in performing the work or services specified in the Contract.

If coverage is so waived, the Contract must include language that Contractor agrees that such persons will have no cause of action against, and will not assert a claim against, University, the Board, and/or the State of Louisiana, whether pursuant to the workers' compensation law of Louisiana or any other state, or other similar state or federal law, under any circumstance. The Contract must also include language that the parties agree that University, the Board, and the State of Louisiana, and all of their agents and employees, shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents, or employees. The Contract must further include language that the parties agree that Contractor is a wholly independent contractor and is exclusively responsible for its own employees, owners, and agents, and that Contractor agrees to protect, defend, indemnify and hold University, the Board, and the State of Louisiana, and all of their agents and employees, harmless from any assertion or claim that may arise from the performance of this Contract.

B. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, may be reduced to a minimum limit per occurrence of \$100,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

C. Automobile Liability

Automobile Liability Insurance requirements may be waived *only if* the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

1. Goods and/or services that will be delivered to University by a third party (not Contractor); and
2. Goods and/or services that will be delivered to University electronically.

D. Required Insurance Language

Notwithstanding any reduction or waiver made pursuant to this section, all bid/contract specifications and all Contracts must include the language set forth in the General Insurance Requirements section, above, subject to modification only for the specific reduction or waiver made.

END OF SECTION

SPECIAL HEALTH & SAFETY RELATED CONTRACT CLAUSES:

ADDITIONAL CONTRACTOR REQUIREMENTS AND LIMITATION OF LIABILITY

It is expressly understood and agreed by the parties that:

(a) CONTRACTOR shall not visit or utilize the facilities of University if CONTRACTOR (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19, and CONTRACTOR shall notify University immediately if he or she believes that any of the foregoing access/use restrictions may apply;

(b) University has taken certain steps to implement recommended guidance and protocols issued by the Centers for Disease Control ("CDC") and Louisiana Department of Health ("LDH") for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions, and distancing and sanitization requirements set forth herein, and that University may revise its procedures at any time based on updated recommended guidance and protocols issued by the CDC and LDH and CONTRACTOR agrees to comply with University's current and revised procedures prior to utilizing the facilities of University;

(c) CONTRACTOR acknowledges and agrees that, due to the nature of the facilities and the services CONTRACTOR is providing to University, social distancing of six (6) feet per person may not always be possible and CONTRACTOR fully understands and appreciates both the known and potential dangers of utilizing the facilities of University and acknowledges that use thereof by CONTRACTOR may, despite University's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death; and

(d) while University has instituted measures to sanitize common areas, CONTRACTOR shall be responsible for the daily sanitization of his/her personal workspace prior to and immediately preceding CONTRACTOR's use of the space. Under no circumstances shall University be liable to CONTRACTOR, or CONTRACTOR's personal representatives, assigns, heirs, and next of kin for any loss or damage, or any claim or demands on account of any property damage or any injury to, or an illness or the death of, the CONTRACTOR (or any person who may contract COVID-19, directly or indirectly, from the CONTRACTOR) whether caused by the negligence, active or passive, of University or otherwise while CONTRACTOR is in, upon, of about the premises or at facilities or equipment therein of University.

FORCE MAJEURE

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in whole or partial performance under this Agreement when such failure or delay is caused in whole or in part by a "Force Majeure Event," which shall be defined as any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, or government regulation, proclamation, order, or action; and in each case not involving the fault or negligence of a party. If any Force Majeure Event occurs affecting a party's performance under this Agreement, the affected party will give written notice within five (5) days of the occurrence of the Force Majeure Event to the other party and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event. In the event of a Force Majeure Event resulting in a total or partial performance or service failure by either party, the University, in its sole discretion, may immediately terminate this Agreement. To the extent that services have been rendered and deemed acceptable by University, the service fee and other fees and charges payable by University hereunder shall be paid to the Contractor on a pro-rata basis. For those services which the Contractor is unable to perform under this Agreement as a result of such Force Majeure Event, University shall suspend all related payments until such services are restored.

END OF SECTION

BID FORM

I/WE PROPOSE TO PROVIDE EXTERIOR CLEANING OF BUILDINGS ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE IN LAFAYETTE, LOUISIANA, AND AT THE NEW IBERIA RESEARCH CENTER, NEW IBERIA, LOUISIANA, UPON AWARD THROUGH JUNE 30, 2022, WITH THE OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL 12-MONTH PERIODS, IN STRICT ACCORDANCE WITH THE CONDITIONS AND SPECIFICATIONS FOR THE FOLLOWING UNIT PRICES...

SECTION 1 - LAFAYETTE MAIN CAMPUS		
<u>BID ITEM NO.</u>	<u>MAIN CAMPUS</u>	<u>BID AMOUNT</u>
ITEM NO. 1	Part 1- President's Residence	
ITEM NO. 2	Part 2- Girard Hall	
ITEM NO. 3	Part 3A- Martin Hall	
ITEM NO. 4	Part 3B- F.G. Mouton Hall	
ITEM NO. 5	Part 3C- Information Center	
ITEM NO. 6	Part 3D- Moody Hall	
ITEM NO. 7	Part 4- Foster Hall	
ITEM NO. 8	Part 5- Mouton Hall	
ITEM NO. 9	Part 6- Stephen's Hall	
ITEM NO. 10	Part 7- Broussard Hall	
ITEM NO. 11	Part 8- Lee Hall	
ITEM NO. 12	Part 11- Roy House	
ITEM NO. 13	Part 11A- Hawkins House	
ITEM NO. 14	Part 11B- Soulier House	
ITEM NO. 15	Part 11C- ALETA	
ITEM NO. 16	Part 11D- Roberts House	
ITEM NO. 17	Part 12- Bittle Hall	
ITEM NO. 18	Part 13- Declouet Hall	
ITEM NO. 19	Part 14- Buchanan Hall	
ITEM NO. 20	Part 16- Wharton Hall	

SECTION 1 - LAFAYETTE MAIN CAMPUS - CONT'D		
<u>BID ITEM NO.</u>	<u>MAIN CAMPUS</u>	<u>BID AMOUNT</u>
ITEM NO. 21	Part 17- Maxim Doucet (with mechanical building)	
ITEM NO. 22	Part 18- O.K. Allen Hall (with mechanical building)	
ITEM NO. 23	Part 19- Burke Hall	
ITEM NO. 24	Part 19A- Burke Hawthorne Hall	
ITEM NO. 25	Part 20- Alumni Hall	
ITEM NO. 26	Part 21- Arbolada House (Gaines House)	
ITEM NO. 27	Part 24- Randolph Hall	
ITEM NO. 28	Part 25- Judice Rickels Hall	
ITEM NO. 29	Part 27- McLaurin Hall	
ITEM NO. 30	Part 28- Harris Hall	
ITEM NO. 31	Part 29- Hamilton Hall	
ITEM NO. 32	Part 31- Student Union	
ITEM NO. 33	Part 33- E. K. Long Gym	
ITEM NO. 34	Part 34- Bank One Building	
ITEM NO. 35	Part 37- Joel L. Fletcher Hall	
ITEM NO. 36	Part 38- Eckerd Building (Continuing Education)	
ITEM NO. 37	Part 41- Billeaud Hall	
ITEM NO. 38	Part 42- Montgomery Hall	
ITEM NO. 39	Part 43- French House	
ITEM NO. 40	Part 44- Madison Hall	
ITEM NO. 41	Part 45- Snack Hut	
ITEM NO. 42	Part 46- Griffin Hall	
ITEM NO. 43	Part 48- Conference Center	
ITEM NO. 44	Part 52 – Rougeou Hall	
ITEM NO. 45	Part 62- Stokes Hall and Parking Garage	

SECTION 1 - LAFAYETTE MAIN CAMPUS - CONT'D

<u>BID ITEM NO.</u>	<u>MAIN CAMPUS</u>	<u>BID AMOUNT</u>
ITEM NO. 46	Part 63- Café' Fleur-de-Lis	
ITEM NO. 47	Part 65A- Cajun Village Building A	
ITEM NO. 48	Part 65B- Cajun Village Building B	
ITEM NO. 49	Part 65C- Cajun Village Building C	
ITEM NO. 50	Part 65D- Cajun Village Building D	
ITEM NO. 51	Part 65E- Cajun Village Building E	
ITEM NO. 52	Part 65F- Cajun Village Building F	
ITEM NO. 53	Part 65G- Cajun Village Building G	
ITEM NO. 54	Part 65H- Cajun Village Building H	
ITEM NO. 55	Part 65I- Cajun Village Building I	
ITEM NO. 56	Part 65J- Cajun Village Building J	
ITEM NO. 57	Part 65K- Cajun Village Building K	
ITEM NO. 58	Part 65L- Cajun Village Building L	
ITEM NO. 59	Part 65M- Cajun Village Building M	
ITEM NO. 60	Part 66- Visual Arts	
ITEM NO. 61	Part 67-Oliver Towers (Garage/Credit Union/Parking & Transit)	
ITEM NO. 62	Part 68- Parker Hall	
ITEM NO. 63	Part 72- SGA Day Care Center	
ITEM NO. 64	Part 74- Baker Dorm	
ITEM NO. 65	Part 76- Huger Dorm	
ITEM NO. 66	Part 80- Alumni Center and Board Room Building	
ITEM NO. 67	Part 81- A. Hayes Town Building	
ITEM NO. 68	Part 85A- Legacy Park - E.A. Martin	
ITEM NO. 69	Part 85B- Legacy Park - Trahan	
ITEM NO. 70	Part 85C- Legacy Park - Thibodeaux	
ITEM NO. 71	Part 85D- Legacy Park - Calais	
ITEM NO. 72	Part 85E- Legacy Park - McCullough	
ITEM NO. 73	Part 85F- Legacy Park - Voorhies	

SECTION 1 - LAFAYETTE MAIN CAMPUS - CONT'D		
<u>BID ITEM NO.</u>	<u>MAIN CAMPUS</u>	<u>BID AMOUNT</u>
ITEM NO. 74	Part 85G- Legacy Park - Roy	
ITEM NO. 75	Part 85H- Legacy Park - Caffery	
ITEM NO. 76	Part 85I- Legacy Park - Denbo	
ITEM NO. 77	Part 85J- Legacy Park - Bancroft	
ITEM NO. 78	Part 85K- Legacy Park - Acadian	
ITEM NO. 79	Part 86- Paul and LuLu Hilliard Art Museum	
ITEM NO. 80	Part 87- Angelle Hall	
ITEM NO. 81	Part 90- Oliver Hall (Computer Science Building)	
ITEM NO. 82	Part 91- Taft Street Parking Garage	
ITEM NO. 83	Part 100A- Corona Dorm	
ITEM NO. 84	Part 100B- Bonin Dorm	
ITEM NO. 85	Part 157- Dupre' Library	
ITEM NO. 86	Part 200- Brook Avenue Annex 1	
ITEM NO. 87	Part 201- Brook Avenue Annex 2	
SECTION 1 TOTAL		

SECTION 2 - SOUTH CAMPUS		
<u>BID ITEM NO.</u>	<u>SOUTH CAMPUS</u>	<u>BID AMOUNT</u>
ITEM NO. 88	Part 78- Whittington House	
ITEM NO. 89	Part 92- Wagner House	
ITEM NO. 90	Part 93- Bourgeois House	
ITEM NO. 91	Part 93A- Lamson Softball Stadium/Locker Room Building/Batting Facility	
ITEM NO. 92	Part 94- Track/Soccer Facilities (Buildings and Bleachers)	
ITEM NO. 93	Part 95- M.L. "Tigue" Moore Stadium/ all seating, Locker room building	
ITEM NO. 94	Part 96- Cajun Courts seating/ cover/ locker room Building	
ITEM NO. 95	Part 97- Cajun field all seating, press boxes etc	

SECTION 2 - SOUTH CAMPUS - CONT'D		
<u>BID ITEM NO.</u>	<u>SOUTH CAMPUS</u>	<u>BID AMOUNT</u>
ITEM NO. 96	Part 99- Indoor Practice Facility	
ITEM NO. 97	Part 99A- Student Athletic Performance Center	
ITEM NO. 98	Part 402- Creamery Building	
ITEM NO. 99	Part 405- Blackham Coliseum	
ITEM NO. 100	Part 413- Ira Nelson Horticulture Center buildings	
ITEM NO. 101	Part 465- Louisiana Accelerator Center	
ITEM NO. 102	Part 480- Printing Services (one building)	
ITEM NO. 103	Part 720- Picard Building and Mechanical Building	
ITEM NO. 104	Part 730- Early Childhood Lab	
ITEM NO. 105	Part 800- Abdalla Hall	
ITEM NO. 106	Part 820- Bourgeois House	
SECTION 2 TOTAL		

SECTION 3 - GRADUATION PREP AREAS		
<u>BID ITEM NO.</u>	<u>GRADUATION PREP AREAS</u>	<u>BID AMOUNT</u>
ITEM NO. 107	Part 821- Martin Hall Steps and Signs	
ITEM NO. 108	Part 822- Wharton Hall Entry (Cypress Lake Side	
ITEM NO. 109	Part 823- Moody Hall Entry (Hebrard Blvd. Side)	
ITEM NO. 110	Part 824- Alumni Center Gateway (Corner St. Mary & Girard Park Dr.)	
ITEM NO. 111	Part 825-Quad Fountain	
ITEM NO. 112	Part 826- Student Union Front Sign	
ITEM NO. 113	Part 827- Rose Garden Gateway Near Union	
ITEM NO. 114	Part 828- Walk of Honor (Price Per 5,000 Bricks)	
ITEM NO. 115	Part 829- Stokes Hall Stone Sign	
ITEM NO. 116	Part 830- Lee Hall Stairs	
ITEM NO. 117	Part 831- Moody Plaza	

SECTION 3 - GRADUATION PREP AREAS – CONT'D		
<u>BID ITEM NO.</u>	<u>GRADUATION PREP AREAS</u>	<u>BID AMOUNT</u>
ITEM NO. 118	Part 832- Cypress Lake Plaza	
ITEM NO. 119	Part 98- Cox Building (Athletic Complex)	
ITEM NO. 120	Part 700- Lite Building	
ITEM NO. 121	Part 921- CGI Building	
SECTION 3 TOTAL		

SECTION 4 - HERITAGE AT CAJUN VILLAGE		
<u>BID ITEM NO.</u>	<u>HERITAGE BUILDINGS</u>	<u>BID AMOUNT</u>
ITEM NO. 122	Part 836- Heritage at Cajun Village Building #1	
ITEM NO. 123	Part 837- Heritage at Cajun Village Building #2	
ITEM NO. 124	Part 838- Heritage at Cajun Village Building #3	
ITEM NO. 125	Part 839- Heritage at Cajun Village Building #4	
ITEM NO. 126	Part 840- Heritage at Cajun Village Building #5	
SECTION 4 TOTAL		

SECTION 5 - NEW IBERIA CAMPUS		
<u>BID ITEM NO.</u>	<u>NEW IBERIA BUILDINGS</u>	<u>BID AMOUNT</u>
ITEM NO. 127	Part 10A- Primate Colony	
ITEM NO. 128	Part 54A- Modular Building	
ITEM NO. 129	Part 54BA- Modular Building	
ITEM NO. 130	Part 34-1- Main Gate Fencing	
ITEM NO. 131	Part 34-2- Fencing Along Front of Building 34 Parking Lot	
ITEM NO. 132	Part 34-3- Gate and Sidewalks Between Buildings 34 and 52	
ITEM NO. 133	Part 34A- Ackal Hall Annex/Modular Building	
ITEM NO. 134	Part 34 B/C- Equipment Building/Incinerator	
ITEM NO. 135	Part 36- Paint Shop	
ITEM NO. 136	Part 39- Central Storage	
ITEM NO. 137	Part 47- Cooler/Storage	
ITEM NO. 138	Part 50- Animal Housing/Clinic	
ITEM NO. 139	Part 52- Animal Housing	
ITEM NO. 140	Part 53- Animal Housing	

SECTION 5 - NEW IBERIA CAMPUS - CONT'D		
<u>BID ITEM NO.</u>	<u>NEW IBERIA BUILDINGS</u>	<u>BID AMOUNT</u>
ITEM NO. 141	Part 55- Research Laboratory – Metal Building	
ITEM NO. 142	Part 29A- Storage Shed	
ITEM NO. 143	Part 00- Boat Shed – Metal/Wood – “Barn”	
ITEM NO. 144	Part 27A BR- Break Room	
ITEM NO. 145	Part 10B- Primate Colony	
ITEM NO. 146	Part 10C- Modular Building	
ITEM NO. 147	Part 27- Primate Colony	
ITEM NO. 148	Part 28- Primate Colony	
ITEM NO. 149	Part 29- Primate Colony	
ITEM NO. 150	Part 30- Primate Colony	
ITEM NO. 151	Part 31C- Modular Building	
ITEM NO. 152	Part 31D- Modular Building	
ITEM NO. 153	Part 31E- Cooler	
ITEM NO. 154	Part 34- Ackal Hall - Primate Colony	
ITEM NO. 155	Part 35- Primate Colony	
ITEM NO. 156	Part 37- Primate Colony	
ITEM NO. 157	Part 38- Primate Colony	
ITEM NO. 158	Part 45- Primate Colony	
ITEM NO. 159	Part 46- Primate Colony	
SECTION 5 TOTAL		

BID SUMMARY		
SECTION 1.	MAIN CAMPUS BUILDINGS	
SECTION 2.	SOUTH CAMPUS BUILDINGS	
SECTION 3	GRADUATION PREP AREAS	
SECTION 4.	HERITAGE AT CAJUN VILLAGE	
SECTION 5.	NEW IBERIA CAMPUS BUILDINGS	
GRAND TOTAL ALL SECTIONS		

IMPORTANT NOTES:

1. Only the information provided in the "BID SUMMARY" section column will be read aloud at the bid opening. These numbers will be checked during the review of the bids.
2. An Excel worksheet with the bid sheet building information is available upon request for your convenience by emailing the buyer of record: Roxanne Formeller at roxanne.formeller@louisiana.edu.
3. Cleaning of buildings that are not included in these specifications shall be quoted separately. Prices must be agreed upon by both parties and added to the PO in order to complete a change order.
4. This bid will not result in a one-time order for the bid total. Services will be requested throughout the fiscal year on an as-needed basis. A Purchase Order will be issued before commencing work.
5. An invoice matching the bid price must be submitted after each service is rendered and will be paid after final approval. The University operates under NET 30 payment terms.
6. The University of Louisiana at Lafayette is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project.
7. All bid prices are to remain firm through June 30, 2022.
8. In lieu of a certificate of insurance, the following information will be accepted for review until bid is awarded. The certificate of insurance shall be due from the successful bidder within ten (10) days of request.

Policy number	Name(s) and address(es) Carrier(s) and Agent(s)	Amount(s) of coverage	Type(s) of coverage	Effective date(s)

BID SUBMISSION DEADLINE:

Bid submissions for this solicitation are due on **Tuesday, September 21, 2021 at 2:00PM CST** – must be received electronically at ULLafayetteBids@louisiana.edu. There are no exceptions to this deadline.

BID OPENING:

The public bid opening will take place on Wednesday, September 22, 2021 at 10:00AM CST on Zoom, which is available for viewing by registering at:

<https://ullafayette.zoom.us/meeting/register/tJlvduuhqjgpHtR7JPrLfG86Z1HYb6FNxTr->

ZOOM MEETING ID: 962 1294 3340 PASSWORD: 115 557

Opening of the bid packages begins at five (5) minutes past the hour to allow all who wish to attend to log in properly.

For further information about the bid or to view job/delivery site, prospective bidder is to email the Buyer of record, roxanne.formeller@louisiana.edu.

ADDENDA ACKNOWLEDGEMENT(S)

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (if applicable):

ADDENDUM NO. ____ DATED: ____

ADDENDUM NO. ____ DATED: ____

ADDENDUM NO. ____ DATED: ____

FIRM NAME _____

SIGNED BY (signature) _____

SIGNED BY (printed) _____

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: () _____

C. Facsimile Number with area code: () _____

Bidder certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

Professional Job Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____